

MEMORANDUM



Date: December 18, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 8(R)(1)(C)

From: George M. Burgess
County Manager

A handwritten signature in dark ink, appearing to read "G. Burgess", written over the printed name of the County Manager.

Subject: Change Order for Northwest Wellfield Calcium Carbonate Deposit Lagoon Expansion Contract No: W-860

Recommendation

The attached Change Order No: 1 on a contract between Central Florida Equipment Rentals Inc. and Miami-Dade County has been prepared by the Miami-Dade Water and Sewer Department (MDWASD) and is recommended for approval.

CHANGE ORDER NUMBER: 1

Scope

PROJECT NAME: Northwest Wellfield Calcium Carbonate Deposit Lagoon Expansion

PROJECT NO: N/A

CONTRACT NO: W-860

PROJECT DESCRIPTION: The project consists of furnishing all labor, materials and equipment necessary to expand the Northwest Wellfield Calcium Carbonate Lagoon. This lagoon, located at 11901 NW 74th Street, is used for the disposal of the calcium carbonate residuals that are produced in the Hialeah/Preston Water Treatment Plants. At the present time the existing lagoon is reaching its full capacity. Without the construction of this expansion, MDWASD could face adverse consequences in the water production operations, as well as face potential residual overflow.

The work includes but is not limited to the following: preparing the proposed 21.4 acre lagoon site for the expansion by excavating to elevation minus 15 ft, removal of excavated land, and legally disposing of vegetation (including trees), stumps, roots, unsuitable soil, and muck. In addition, contractor will remove vegetation and muck from the inside perimeter to the outside toe of dikes; stockpiling and using the excavated limerock for dike and ramp construction; modifying both existing ramps on the SE and SW corners to match new dike elevation and dimensions; constructing a temporary road around the existing dike for use by the construction crews; seeding and maintaining the growth on the outside face of the newly constructed dike for erosion protection, including the outside face of the three sides of the existing dike where height and slope stabilization were added; providing temporary barrier walls per the Department of Transportation (DOT) standards along the paved roadway leading from Well Nos. 2 through 7;

constructing a Biscayne Aquifer monitoring well; survey work; and all other miscellaneous and appurtenant work as shown on the plans, or specified in the specifications for a complete project.

It is the intent of MDWASD to obtain a complete, functional and satisfactory installation under this project, and any items of labor, equipment or materials which may be reasonably assumed as necessary to accomplish this end shall be supplied whether or not they are specifically shown on the Plans or stated in the Specifications. The Contractor shall provide all sheeting, shoring, bracing and all other labor, material or equipment required to preclude damage to, or loss of functionality of, any existing facility or system.

PROJECT LOCATION: 11901 NW 74 Street in Miami-Dade County, FL

PRIMARY COMMISSION DISTRICT: District 12 Jose "Pepe" Diaz

APPROVAL PATH: Board of County Commissioners

USING DEPARTMENT: Miami-Dade Water and Sewer Department

MANAGING DEPARTMENT: Miami-Dade Water and Sewer Department

Fiscal Impact / Funding Source

CHANGE ORDER FUNDING SOURCE: Water Revenue Bond-Series 1999A Water Revenue Bond-1997 Water Connection Charges. Note from OSBM: "The department has committed to identify projects within the wellfield improvement capital project to fund this change order."

PTP FUNDING: No

GOB FUNDING: No

CHANGE ORDER DESCRIPTION: This Change Order is for an increase of \$1,750,000 in the contract amount and no time extension. For a complete description of the changes see the Monetary Justification.

MONETARY JUSTIFICATION: A project was completed at the John E. Preston Water Treatment Plant. The purpose of the project was to improve the overall water treatment process. These improvements are now operational and have increased the volume of calcium carbonate residuals produced by approximately 50%. Another project at the Northwest Well Field is currently underway to provide additional storage capacity to accommodate the increased production of calcium carbonate residuals. Currently, the calcium carbonate residuals at the John E. Preston and Hialeah Water Treatment Plants are being discharged into the Miami Springs Lagoon.

At the current rate of discharge, MDWASD estimates that the existing storage capacity of the Miami Springs Lagoon will be depleted by September 2008. This lagoon is located in the center of a Miami Springs residential neighborhood,

Including a public high school to its north. A weather event such as a tropical storm could produce a calcium carbonate residual overflow impacting the neighborhood, and leading to potential fines by the state.

MDWASD is taking the necessary steps to expedite the work associated with this project at the Northwest Well Field by asking the Contractor to accelerate the work and complete the construction by 6:00 pm, June 13, 2008 (six months ahead of schedule), which is prior to the beginning of hurricane season. MDWASD and the Contractor have agreed to a negotiated cost proposal. The terms and conditions of the contract are being modified to include a "No Excuse Bonus (attached)." The "No Excuse Bonus" consists of \$1,750,000 for the expenses to accelerate the work on the project and the risk factor. The Contractor will be paid a total of \$1,750,000 if all of the contract work items, with the exception of the demobilization cleaning items, are completed as set forth in the contract's scope of work and as determined by the MDWASD on or before the "Bonus Completion Date" of June 13, 2008. The "Bonus Completion Date" cannot be adjusted for any reason, cause or circumstance whatsoever, regardless of fault, save and except in the instance of a catastrophic event (i.e., hurricane or a declared state of emergency) or active interference by the County. The Contractor shall have access to the project site to perform the work on a 24 hour basis, seven days a week and must comply with the County's security procedures.

The work related to this Change Order is justifiable and will reduce the County's exposure to illegal discharges from the Miami Springs Lagoon into the surrounding neighborhood.

TIME JUSTIFICATION: N/A

	<u>Original Contract Duration</u>	<u>Previous Adjustments To Duration</u>	<u>This Change Order Duration</u>	<u>Current Totals</u>
BASE DURATION:	730	0	0	730
CONTINGENCY:	<u>73</u>	<u>0</u>	<u>0</u>	<u>73</u>
TOTAL DURATION:	803	0	0	803

INITIATING FACTOR(S) FOR CHANGE ORDER

<u>Reason</u>	<u>Cost</u>	<u>Duration</u>
County Requested Change	<u>\$1,750,000.00</u>	0
Total:	<u>\$1,750,000.00</u>	

Track Record / Monitor

PERFORMANCE RECORD: The CIIS Data Base lists five (5) contract evaluations with an average rating of 3.0 out of a maximum average score of 4.0.

PRIME CONTRACTOR: Central Florida Equipment Rentals Inc.

COMPANY PRINCIPAL: Robert Baer

COMPANY QUALIFIERS: Robert Baer

COMPANY EMAIL ADDRESS: georgeb@centralfloridaequip.com

COMPANY STREET ADDRESS: 9030 NW 97 Terrace

COMPANY CITY-STATE-ZIP: Medley, FL 33178

YEARS IN BUSINESS AT TIME OF AWARD: 29

PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS AT TIME OF AWARD: 7 Contracts and \$79,747,867

SUBCONTRACTORS AND SUPPLIERS (SECTION 10-34 MIAMI DADE COUNTY CODE): MCO Construction, White Rock Quarries

CONTRACT MANAGER NAME/PHONE/EMAIL: Rong Zhuge 305-669-7727 RZHUG01@miamidade.gov

PROJECT MANAGER NAME/PHONE/EMAIL: Miguel Pichardo 786-552-8146 MPICH@miamidade.gov

Background

BACKGROUND: The project was designed to expand the Northwest Wellfield Calcium Carbonate Lagoon. This lagoon is used for the disposal of the calcium carbonate residuals that are produced in the Hialeah/Preston Water Treatment Plants.

BUDGET APPROVAL FUNDS AVAILABLE:

For Job?

OSBM DIRECTOR

12-4-07
DATE

APPROVED AS TO LEGAL SUFFICIENCY:


COUNTY ATTORNEY

12-4-07
DATE

CAPITAL IMPROVEMENTS CONCURRENCE:


OCI DIRECTOR

12/5/07
DATE



ASSISTANT COUNTY MANAGER DATE

CLERK DATE

DATE

**THE FOLLOWING LANGUAGE SHALL BE ADDED TO ARTICLE 11,
GENERAL COVENANTS AND CONDITIONS:**

"No Excuse Bonus"

The County will pay the Contractor the amount of \$1,750,000.00 ("No Excuse Bonus") only if the "Work" is completed by June 13, 2008 at 6:00 pm ("Bonus Completion Date") as determined by the Engineer, on or before the "Bonus Completion Date and subject to the conditions precedent set forth below. "Work" means the scope of work as provided in the Contract including all contract work items except the removal of the following: office trailer; temporary concrete barrier wall; temporary steel plates for raw water main; temporary drainage culverts; staging area. The Contractor shall have access to the Project site to perform the "Work" on a twenty-four (24) hour basis, seven days a week, provided, however, that the Contractor complies with the County's security procedures. Such procedures include the requirement that every person entering the Project site must have security clearance and must sign in and out with the security guard. For purposes of calculation and the determination of entitlement to the "No Excuse Bonus", the date of June 13, 2008 will not be adjusted for any reason, cause or circumstance whatsoever, regardless of fault, save and except in the instance of a catastrophic event (i.e. hurricane or a declared state of emergency) or active interference by the County. The Contractor has no right to make any claim arising out of this "No Excuse Bonus" provision except as is expressly set forth in this Article. Further, any and all costs or impacts whatsoever incurred by the Contractor in accelerating the Contractor's work to overcome or absorb any delays or events in an effort to complete the Contract by the "Bonus Completion Date", regardless of whether the Contractor successfully does so or not, shall be the sole responsibility of the Contractor in every instance.

In the event of a catastrophic event (i.e. hurricane or a declared state of emergency) directly and substantially affecting the Contractor's operations on the Contract, the Contractor and County shall agree as to the number of calendar days to extend the "Bonus Completion Date". In the event the Contractor and County are unable to agree to the number of calendar days to extend the "Bonus Completion Date" within five (5) business days, the County shall unilaterally determine the number of calendar days to extend the "Bonus Completion Date" reasonably necessary and due solely to such catastrophic event and the Contractor shall have no right whatsoever to contest such determination, save and except that the Contractor establishes that the number of calendar days determined by the County was arbitrary or without any reasonable basis.

In the event the Contractor believes that the County has engaged in active interference which directly and substantially affects the Contractor's operations on the Contract, the Contractor shall within three (3) calendar days of the start of the alleged active interference, notify the Engineer in writing of the County's action. Said notice shall specifically detail the nature and specific action of the County that has delayed the Contractor and shall allow the Engineer to evaluate the impact of the delay on the Contractor's critical path. Proper and timely notification to the Engineer of the County's action is a condition precedent to any ability for the Contractor to receive an extension of the "Bonus Completion Date." The failure of the Contractor to properly and timely

render such notice shall serve as a bar on any litigation related to any claim for an extension of the "Bonus Completion Date" and shall serve as a waiver by the Contractor of any and all such claims.

Upon receipt of a proper and timely notice of alleged active interference, the Engineer shall evaluate the impact of the County's action on the Contractor's operations and shall determine whether the "Bonus Completion Date" should be extended. If the Engineer determines that the "Bonus Completion Date" should be extended, the Engineer shall also determine the number of calendar days to extend the "Bonus Completion Date" reasonably necessary and due solely to the active interference of the County. The Contractor shall only be entitled to an extension of the "Bonus Completion Date" and shall not be entitled to any monetary damages.

As condition precedent to the Contractor's entitlement to the "Bonus", the Contractor must actually complete the Work and obtain final acceptance by the County of the Work, as determined by the Engineer in accordance with the Contract provisions on or before the "Bonus Completion Date".

All determinations made by the Engineer shall be final, conclusive and binding on the Contractor unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by substantial evidence.

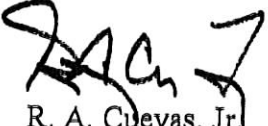


MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: December 18, 2007

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(R)(1)(C)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(R)(1)(C)

12-18-07

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 1
TO CONTRACT BETWEEN CENTRAL FLORIDA
EQUIPMENT RENTALS, INC. AND MIAMI-DADE
COUNTY, FOR CONTRACT NO. W-860, NORTHWEST
WELLFIELD CALCIUM CARBONATE DEPOSIT
LAGOON EXPANSION; AND INCREASING
CONTRACT AMOUNT BY \$1,750,000.00

WHEREAS, this Board desires to accomplish the purposes outlined in the
accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby
approves Change Order No. 1 to Contract between Central Florida Equipment Rentals,
Inc. and Miami-Dade County, for Contract No. W-860, Northwest Wellfield Calcium
Carbonate Deposit Lagoon Expansion, and increasing contract amount by \$1,750,000.00;
and authorizes the County Mayor or his designee to execute same for and on behalf of
Miami-Dade County.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:


Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 18th day of December, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. 

Henry N. Gillman

Exit

MIAMI-DADE COUNTY, FLORIDA

MIAMI-DADE WATER AND SEWER DEPARTMENT

CHANGE ORDER TO ORIGINAL CONTRACT



CHANGE ORDER NO: 1

CONTRACT NO: W-860

DATE: 11/30/2007

PROJECT TITLE: Northwest Wellfield Calcium Carbonate Deposit Lagoon Expansion

TO CONTRACTOR: Central Florida Equipment Rentals Inc. 9030 NW 97 Terrace Medley, FL 33178

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES IN THE PLANS AND SPECIFICATIONS FOR THIS PROJECT AND TO PERFORM THE WORK ACCORDINGLY, SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

Description of work authorized:

This Change Order is for an increase of \$1,750,000.00 in the contract amount and no time extension. For a complete description of the changes, see the Monetary Justification.

Monetary Justification:

A project was completed at the John E. Preston Water Treatment Plant, the purpose of the project was to improve the overall water treatment process. These improvements are now operational and have increased the volume of calcium carbonate residuals produced by approximately 50%. Another project at the Northwest Well Field is currently underway to provide additional storage capacity to accommodate the increased production of calcium carbonate residuals. (Continued below)

Time Justification:

N/A

This change order includes not only all direct costs of contractor such as labor, material, job overhead, and profit markup; but also includes any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruption, extended direct overhead or general overhead, acceleration, material or other escalation which include wages and other impact costs.

Contractor hereby waives, fully releases, discharges and acquits Miami-Dade County of any and all liability for claims, additional costs, and any requests for additional time arising out of the fulfillment of the contract and this change order from the date of the contract award to and including execution of this change order.

SUMMARY OF CONTRACT AMOUNT / TIME

ORIGINAL CONTRACT AMOUNT-----	\$12,938,488.70
COST OF CHANGES PREVIOUSLY ORDERED-----	\$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE-----	\$12,938,488.70
COST OF CHANGES WITH THIS DOCUMENT-----	\$1,750,000.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE-----	\$14,688,488.70
PERCENT INCREASE WITH THIS CHANGE-----	14%
TOTAL PERCENT INCREASE TO DATE-----	14%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	730 / 0 / 0
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	73 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE-----	803

CERTIFYING STATEMENT:

I hereby certify that the changes and supporting cost data included is, in my considered opinion, necessary and accurate; that the prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under benefit of competitive bidding.

Approved: ENGINEER OR CONSULTING ENGINEER Not applicable

Date: _____

Recommended By: Project Manager *[Signature]*Date: 12-3-07**TO BE FILLED OUT BY MIAMI-DADE WATER AND SEWER DEPARTMENT**

FUNDS BUDGET CODE W015716 EW223 W016122 EW243 W016046 EW244

CERTIFIED BY DEPARTMENT'S FINANCE DIVISION: *[Signature]*Date: 12-04-07

Accepted By:

Central Florida Equipment Rental

Contractor

Accepted By:

Surety Travelers Casualty and
Surety Company of America

Surety

Charles J. Nielson Attorney-in-fact

Reviewed By: Manager, Construction Division

Approved By: Assistant Director

Approved By: Director

Approved By:

Approved By:

Approved By:

Approved By: Director, DBD

Approved By: Director, OSBM

Approved By: County Attorney

Approved By: County Manager

Attested By: Clerk of the Board

Print Version

Exit

Monetary Justification: (Continued)

. Currently, the calcium carbonate residuals at the John E. Preston and Hialeah Water Treatment Plants are being discharged into the Miami Springs Lagoon.

The Miami-Dade Water and Sewer Department (MDWASD) estimates that the existing capacity of the Miami Springs Lagoon will be depleted by September, 2008, at the current rate of discharge. Furthermore, the Lagoon is located in the center of a Miami Springs residential neighborhood bounded on the north side by a public high school. Any weather event, such as a tropical storm, could produce a calcium carbonate residual overflow severely impacting the neighborhood. In order to avoid such an incident, MDWASD is taking the necessary steps to expedite the work associated with this project at the Northwest Well Field by asking the Contractor to accelerate the work and complete the construction prior to, or coinciding with, the commencement of next year's hurricane season. To this end, MDWASD requested a cost proposal from the Contractor to provide the necessary resources to complete the work by 8:00 P. M., June 13, 2008, which is six months ahead of schedule. In response, the Contractor submitted a cost proposal which was reviewed by MDWASD and was found to be acceptable. The terms and conditions of the contract are being modified to include a "No Excuse Bonus." The "No Excuse Bonus" provision is attached. The "No Excuse Bonus" consists of \$1,750,000.00 for the expenses to accelerate the work on the project and the risk factor. The Contractor will be paid a total of \$1,750,000.00, if all of the contract work items, with the exception of the demobilization cleaning items, are completed as set forth in the contract's scope of work and as determined by the MDWASD on or before the "Bonus Completion Date" of June 13, 2008. The "Bonus Completion Date"

cannot be adjusted for any reason, cause or circumstance whatsoever, regardless of fault, save and except in the instance of a catastrophic event (i. e., hurricane or a declared state of emergency) or active interference by the County. The Contractor shall have access to the Project site to perform the work on a twenty-four (24) hour basis, seven (7) days a week and must comply with the County's security procedures.

The work related to this Change Order is justifiable and will reduce the County's exposure to illegal discharges from the Miami Springs Lagoon into the surrounding neighborhood.

Time Justification Declaration:

A time extension is provided for additional work performed outside the scope of the original Contract that affects the critical path schedule of the contracted work or previously approved changes. Should additional work be required which does not affect the critical path schedule, no time extension will be granted. Should one item of additional work run concurrent with another item of additional work, only time not duplicated can be provided.

TRAVELERS **POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 219156

Certificate No. 001980345

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Charles D. Nielson, Charles J. Nielson, Mary C. Aceves, Warren M. Alter, David R. Hoover, and Gicelle Pajon

of the City of Miami Lakes, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of September, 2007.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: 

George W. Thompson, Senior Vice President

On this the 25th day of September, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2011.




 Marie C. Tetreault, Notary Public



MIAMI DADE COUNTY
Firm History Report
(excluding A&E)

From: 12/04/2002 To: 12/04/2007

FIRM NAME: CENTRAL FLORIDA EQUIPMENT RENTALS, INC.
9030 NW 97th Ter
Medley, FL 33178

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
* CF002400E	1	DE	NO MEASURE	12/05/2002	\$2,028,437	\$575,892	05/01/2004		
ANDOVER EAST CANAL DREDGING PROJECT					<u>\$2,028,437</u>				
TA01-BWX-1N	1	MT	NO MEASURE	05/15/2003	\$19,712,645	\$19,575,733	11/28/2006		
BUSWAY EXTENSION TO FLORIDA CITY AND US 1 NORTH PROJECT									
Change Order # 1	JAN-20-05				\$692,970				
Change Order # 2	MAR-07-06				-\$829,882				
					<u>\$19,575,733</u>				
TR05-BWX-2R	1	MT	NO MEASURE	06/07/2005	\$36,593,271	\$6,714,156	05/05/2006		
BUSWAY EXTENSION TO FLORIDA CITY- SEGMENT II									
					<u>\$36,593,271</u>				
									* AEICOR METAL PRODUCT - \$0.00
									* AGRICULTURAL LAND SERVICES - \$0.00
									* ANZAC CONTRACTORS - \$0.00
									* BOB'S BARRICADES, INC - \$0.00
									* DILEMA CORPORATION - \$0.00
									* NES TRAFFIC SAFETY, L.P. - \$0.00
									* SHAW ENVIRONMENTAL, INC. - \$0.00
									* SIGNAL SERVICE INDUSTRIES, INC - \$0.00
									* STONE AGE PAVERS, INC. - \$0.00
									* SUNSHINE GUARDRAIL CORP. - \$0.00
									* THE GARDEN R "US", CORP. - \$0.00
									* THUNDER DEMOLITION, INC. - \$0.00

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MIAMI DADE COUNTY

Firm History Report (excluding A&E)

From: 12/04/2002 To: 12/04/2007

FIRM NAME: CENTRAL FLORIDA EQUIPMENT RENTALS, INC.

9030 NW 97th Ter
Medley, FL 33178

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
20030041A	1	DE	NO MEASURE	12/05/2005	\$2,954,272	\$0	05/05/2006		* BCL CONSTRUCTION, INC. - \$0.00 * COOPER CONTRACTING, INC. - \$0.00 * R. H. MOORE & ASSOCIATES, INC. - \$0.00 * SHORELINE FOUNDATION, INC. - \$0.00
					<u>\$2,954,272</u>				
POPR0604789 44791 (7360)	1	PR	NO MEASURE	04/28/2006	\$826,150	\$0	11/28/2006		* U. S. BRIDGE & DREDGE, INC. - \$0.00
					<u>\$826,150</u>				
W-860	1	WS	GOAL CSBE 9%	07/27/2006	\$12,938,489	\$5,058,654	08/27/2007	\$6,614,083	* M C O CONSTRUCTION & SERVICES, INC. - \$1,030,499.10
NORTHWEST WELLFIELD CALCIUM CARBONATE DEPOSIT LAGOON EXPANSION (SIC 16)					\$1,750,000				
Change Order # 1					<u>\$14,688,489</u>				
MDAD F-178A	1	AV	NO MEASURE	12/19/2006	\$17,491,872	\$190,994	11/28/2007		* HI TECH CONCRETE, INC. - \$0.00
MIA TRACT ONE DRAINAGE, GRADING AND PAVEMENT IMPROVEMENT (SIC 17)					<u>\$17,491,872</u>				

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MIAMI DADE COUNTY

Firm History Report (excluding A&E)

From: 12/04/2002 To: 12/04/2007

FIRM NAME: CENTRAL FLORIDA EQUIPMENT RENTALS, INC.
9030 NW 97th Ter
Medley, FL 33178

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
Total Award Amount									
						\$92,545,136			
Total Change Orders Approved by BCC									
						\$399,180			
						\$92,944,316			
Total Change Orders Approved After Requested Date Range									
						\$0			
Total Change Orders Pending									
						\$1,750,000			
						\$94,694,316			

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NORTHWEST WELLFIELD CALCIUM CARBONATE DEPOSIT LAGOON EXPANSION
CONTRACT NO. W-860

ESTIMATE: \$17,000,000

TABULATION OF BIDS

BIDDERS

		Central Florida Equipment Rentals, Inc. 9030 NW 97 Terr Medley, FL 33178		Lanzo Construction Co. Florida 125 SE 5th Ct. Deerfield Beach, FL 33441		Stone Paving Company 18701 S.W. 108th Avenue Miami, FL 33157	
		BID DATE: June 12, 2006					
Item No.	Description	Quant.	Unit	Total	Unit	Total	Total
1.	All costs associated with mobilization throughout the project and demobilization at the site, paid in portions as detailed in the measurement and payment	Aggr. Sum		\$ 500,000.00	\$	\$ 500,000.00	\$ 500,000.00
2.	Cleaning & grubbing the site of all vegetation and legal disposal of the material	30.2 Acres		1,070,590.00	45,250.00	1,366,550.00	815,400.00
3.	Excavating, removing & legally disposing of muck to the depth of firm linerrock	243.600 Cubic Yards	8.00	1,948,800.00	15.00	3,654,000.00	4,384,800.00
4.	On-site mining of linerrock to an elevation of -15.0 for dike construction including crushing rock to obtain well graded linerrock with a maximum particle size of 3.5 inches	363,000 Cubic Yards	11.30	4,101,900.00	10.00	3,630,000.00	3,993,000.00
5.	Selling & delivering to the Department well graded off-site linerrock material with a maximum particle size of 3.5 inches for dike construction off-site sources	40,000 Cubic Yards	10.00	400,000.00	21.00	840,000.00	1,018,800.00
6.	Selling & delivering to the Department well graded off-site linerrock material with a maximum particle size of 3.5 inches	60,000 Cubic Yards (Cont. Item)	10.00	600,000.00	17.85	1,071,000.00	1,648,800.00
7.	Placing, compacting, shaping on-site and off-site linerrock material to construct the proposed dike & modifications to existing dike & entrance ramps	403,000 Cubic Yards	5.60	2,256,800.00	6.00	2,418,000.00	1,410,500.00
8.	Installing temporary DOT type barrier walls along the access road between well-2 through well-7	Aggr. Sum		375,000.00		48,000.00	325,000.00
9.	Furnishing & planting grass seed on the exterior side slope of the proposed dike	50,000 Sq. Yds.	3.75	187,500.00	3.00	150,000.00	175,000.00
10.	Construction of a Biscayne Aquifer Monitoring Well, complete, including access road, as shown on the Plans complete	Aggr. Sum		9,400.00		60,250.00	25,000.00
11.	The sum of Bid Items 1 through 10			\$ 11,449,990.00		\$ 13,737,800.00	\$ 14,296,300.00
12.	Cost of required construction permits & fees, if authorized by the Engineer, the sum of 3% of the Subtotal, Item 11, (.03)X(Subtotal, Item 11)	Approved Permit Fee Reimbursement		343,499.70		412,134.00	428,889.00

*Revised due to error

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MIAMI DADE WATER AND SEWER DEPARTMENT
MIAMI DADE COUNTY

NORTHWEST WELLFIELD CALCIUM CARBONATE DEPOSIT LAGOON EXPANSION
CONTRACT NO. W-860

ESTIMATE: \$17,000,000

ABULATION OF BIDS		BID DATE: June 12, 2006	
BIDDERS		Stone Paving Company 18701 S.W. 108th Avenue Miami, FL 33157	
Central Florida Equipment Rentals, Inc.		Lanzo Construction Co. Florida 125 SE 5th Ct. Deerfield Beach, FL 33441	
9030 NW 97 Terr Medley, FL 33178		Unit	Total
Quant.	Unit	Unit	Total
Allowance	Unit	Unit	Total
Account	Unit	Unit	Total
3. Unforeseen conditions, for minor construction changes & for quantity adjustments, if ordered by the Engineer, sum of 10% of the subtotal, Bid Item 11, (.10)X (Subtotal Bid Item 11)			
TOTAL BID Sum of Bid Item Nos. 11, 12 and 13			
*Revised due to error			

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MIAMI DADE WAT. & SEWER DEPARTMENT
MIAMI DADE COUNTY

NORTHWEST WELLFIELD CALCIUM CARBONATE DEPOSIT LAGOON EXPANSION
CONTRACT NO. W-860

ESTIMATE: \$17,000,000

TABULATION OF BIDS

TABULATION OF BIDS									
BIDDERS									
BID DATE: June 12, 2006									
Harry Pepper & Associates, Inc. Metro Equipment Service, Inc. GlobeTec Corporation									
215 Century 21 Drive 9450 SW 72 St. #110 3663 SW 8th St.									
Jacksonville, FL 32245-9477 Miami, FL 33173 Miami, FL 33135									
Item	No.	Description	Quant.	Unit	Total	Unit	Total	Unit	Total
1.		All costs associated with mobilization throughout the project and demobilization at the site, paid in portions as detailed in the measurement and payment	Aggr. Sum		\$ 500,000.00		\$ 500,000.00		\$ 500,000.00
2.		Cleaning & grubbing the site of all vegetation and legal disposal of the material	30.2 Acres	17,864.95	539,521.49	6,874.00	207,594.80	50,000.00	1,510,000.00
3.		Excavating, removing & legally disposing of muck to the depth of firm linerrock	243,600 Cubic Yards	26.80	6,528,480.00	12.00	2,923,200.00	20.00	4,872,000.00
4.		On-site mining of linerrock to an elevation of -15.0 for dike construction including crushing rock to obtain well graded linerrock with a maximum particle size of 3.5 inches	363,000 Cubic Yards	11.65	4,228,950.00	26.00	9,438,000.00	16.00	5,808,000.00
5.		Selling & delivering to the Department well graded off-site linerrock material with a maximum particle size of 3.5 inches for dike construction off-site sources	40,000 Cubic Yards	24.50	980,000.00	24.00	960,000.00	12.00	480,000.00
6.		Selling & delivering to the Department well graded off-site linerrock material with a maximum particle size of 3.5 inches	60,000 Cubic Yards (Cont. Item)	24.50	1,470,000.00	20.40	1,224,000.00	12.00	720,000.00
7.		Placing, compacting, shaping on-site and off-site linerrock material to construct the proposed dike & modifications to existing dike & entrance ramps	403,000 Cubic Yards	9.53	3,840,590.00	8.36	3,369,080.00	15.00	6,045,000.00
8.		Installing temporary DOT type barrier walls along the access road between well-2 through well-7	Aggr. Sum		76,927.73		277,540.00		252,000.00
9.		Furnishing & planting grass seed on the exterior side slope of the proposed dike	50,000 Sq. Yds.	0.89	44,500.00	8.24	412,000.00	2.00	100,000.00
10.		Construction of a Biscayne Aquifer Monitoring Well, complete, including access road, as shown on the Plans complete	Aggr. Sum		50,303.43		100,000.00		150,000.00
11.		The sum of Bid Items 1 through 10			\$ 18,259,272.65		\$ 19,411,414.80		\$ 20,437,000.00
12.		Cost of required construction permits & fees, if authorized by the Engineer, the sum of 3% of the Subtotal Item 11. (.03)(Subtotal, Item 11)	Approved Permit Fee Reimbursement		547,778.18		582,342.45		613,110.00
*Revised due to error									

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MIAMI DADE WATER & SEWER DEPARTMENT
MIAMI DADE COUNTY

NORTHWEST WELLFIELD CALCIUM CARBONATE DEPOSIT LAGOON EXPANSION
CONTRACT NO. W-860

ESTIMATE: \$17,000,000

TABULATION OF BIDS				BID DATE: June 12, 2006	
BIDDERS					
		Harry Pepper & Associates, Inc. 215 Century 21 Drive Jacksonville, FL 32245-9477		Metro Equipment Service, Inc. 9450 SW 72 St. #110 Miami, FL 33173	GlobeTec Corporation 3663 SW 8th St. Miami, FL 33135
Item No.	Description	Quant.	Unit	Total	Total
13.	Unforeseen conditions, for minor construction changes & for quantity adjustments, if ordered by the Engineer, sum of 10% of the subtotal, Bid Item 11. (.10)X (Subtotal Bid Item 11)	Allowance Account	-	\$ 1,825,927.27	\$ 2,043,700.00
TOTAL BID Sum of Bid Item Nos. 11, 12 and 13			-	\$ 20,632,978.10	\$ 23,093,810.00
*Revised due to error					

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Date: 12/4/2007

CONSTRUCTION Contract Executive Summary

Time: 16:15

Department	CONTRACT #	Contact Name	Contractor	Reporting to County Manager	Commissioner & District
WASD	W-860	Miguel Pichardo-786-552-8146	Central Florida Equipment Rentals Inc.	Susanne M. Torriente	Jose "Pepe" Diaz-District 12
Description	Northwest Wellfield Calcium Carbonate Deposit Lagoon Expansion				

Time:

NOTICE TO PROCEED DATE	ORIGINAL DURATION DAYS	ORIGINAL CONTRACT DAYS	CHANGE ORDER DAYS	CO CONTINGENCY DAYS	CONTINGENCY EXTENSION AUTHORIZED	CONTINGENCY EXTENSION REMAINING	OPT TO EXT TOTAL/USED	ORIGINAL COMPLETION DATE	REVISED COMPLETION DATE	TOTAL DURATION DAYS	TIME TO DATE / REMAINING
10/25/2006	730	73	0	0	47	26	0 / 0	10/24/2008	12/10/2008	803	405 / 372
Explanation											

CONTRACT Dollar Values:

ORIGINAL TOTAL CONTRACT	ORIGINAL CONTRACT BASE	ORIGINAL CONTRACT CONTINGENCY	ORIGINAL CONTRACT DEDICATED	CO BASE	CO CONTINGENCY	CO DEDICATED	TOTAL CO	NEW TOTAL BASE	NEW TOTAL CONTINGENCY	NEW TOTAL DEDICATED	CONTRACT TOTAL
\$13,388,488.70	\$11,449,990.00	\$1,144,999.00	\$793,499.70	\$1,750,000.00	\$0.00	\$0.00	\$1,750,000.00	\$13,199,990.00	\$1,144,999.00	\$793,499.70	\$15,138,488.70

Expenditures:

TOTAL ORIGINAL PAID	BASE PAID	CONTINGENCY PAID	DEDICATED PAID	CO BASE PAID	CO CONTINGENCY PAID	CO DEDICATED PAID	TOTAL CO PAID	TOTAL BASE PAID	TOTAL CONTINGENCY PAID	TOTAL DEDICATED PAID	TOTAL PAID
\$6,205,557.26	\$6,072,495.00	\$132,762.26	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,072,495.00	\$132,762.26	\$300.00	\$6,205,557.26
Explanation											

Intermediate Values:

CONTINGENCY ALLOWANCE ENCUMBERED	DEDICATED ALLOWANCE ENCUMBERED	RETAINAGE	RETAINAGE RELEASED	CONTINGENCY ALLOWANCE REMAINING	DEDICATED ALLOWANCE REMAINING	OPTION TO EXTEND AWARD	OPTION TO EXTEND USED	OTHER PAID	LIQUIDATED DAMAGES CHARGED	LIQUIDATED DAMAGES COLLECTED	CONTRACT REMAINING
\$134,500.00	\$0.00	\$620,555.73	\$0.00	\$1,012,236.74	\$793,199.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,932,931.44

Performance:

						PERCENT COMPLETE SUBMITTALS	PERCENT COMPLETE MATERIALS	PERCENT COMPLETE LABOR	PERCENT COMPLETE BASE	PERCENT COMPLETE CO	PERCENT PERFORMED TO DATE
						90.00%	50.00%	15.00%	15.00%	0.00%	25.00%
Explanation											

TIME EXPIRED: 52.1%	TOTAL PAID: 41.0%	PERFORMANCE: 25.00%
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Today: 12/4/2007 Notes Last Milestone: PP-O

Current Status: Ahead of Schedule

Last Action: CO Close 11/30/2007 1:28:00 PM - Manley Cobla

W-860 - CONTRACT History Select: Select Date..

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Find Contracts With Search String ==>

Status View

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**MIAMI-DADE
COUNTY**
MIAMI-DADE COUNTY, FLORIDA**Capital Improvements Information System**

All Contracts for FEIN 591782227

Central Florida Equipment Rentals Inc.

DST	DPT	Contract	Name	Location / Contractor	Estimated Completion Date	Total Award	Last Status Date	% Complete / Status *
9	DE	20030041A	South Miami-Dade Stormwater Tr	SW 107th Avenue to SW 97th Ave	11/8/2006	\$2,685,702	11/5/2007	100% / Complete
0	PR	7360: 44791	MATHESON WETLANDS MITIGATION P	11191 SNAPPER CREEK ROAD	12/9/2006	\$826,150	8/1/2007	99% / On Schedule
0	DE	C02-DERM-EEC 7	Removal and disposal of sedime	Countywide	1/7/2005	\$30,000,000	2/16/2005	100% / Complete
9	MT	TA01-BWX-1N	Busway Extension to Florida CI	Former Florida East Coast (FEC)	1/5/2005	\$19,553,014	3/16/2007	100% / Closed
8	MT	TA01-BWX-1S	Busway Extension to Florida CI	Former Florida East Coast (FEC)	5/4/2004	\$18,062,096	3/16/2007	100% / Closed
30	MT	TR05-BWX-2R	Busway Extension to Florida CI	Former Florida East Coast (FEC)	7/19/2007	\$34,850,771	11/29/2007	72% / Behind Schedule
0	WS	W-823B	Installation of 16-Inch Sludge	NW 74th Street from NW 74th Av	4/4/2003	\$1,434,283	12/20/2005	100% / Closed
12	WS	W-860	Northwest Wellfield Calcium Ca	11901 NW 74 Street In Miami-Da	10/24/2008	\$13,199,990	12/3/2007	25% / Ahead of Schedule
Totals:					8	\$120,612,006		

* Yellow Status=Inactive Contract

Status View

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Capital Improvements Information System

Contractor Evaluations Report

<u>Dept</u>	<u>Contract</u>	<u>Type</u>	<u>Contractor / Architect Name</u>	<u>Date</u>	<u>Rater</u>	<u>Period</u>	<u>Rate</u>
DE	C02-DERM-EEC 7	CON	Central Florida Equipment Rentals Inc.	12/7/2005	Keith Ng	Completion of construction	3.0
DE	C02-DERM-EEC 7	CON	Central Florida Equipment Rentals Inc.	12/7/2005	Keith Ng	Completion of construction	3.0
DE	C02-DERM-EEC 7	CON	Central Florida Equipment Rentals Inc.	12/7/2005	Keith Ng	Completion of construction	3.0
MT	TA01-BWX-1N	CON	Central Florida Equipment Rentals Inc.	7/14/2005	Neville Hoo	Completion of construction	3.0
MT	TA01-BWX-1S	CON	Central Florida Equipment Rentals Inc.	5/4/2004	Neville Hoo	Completion of construction	3.0

Evaluation Count: 5 Contractors: 1 Average Evaluation: 3.0

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